RECENT IMPORTANT DECISIONS.

BANKRUPTCY—DISCHARGE—WHEN APPLICATION TO BE FILED.—Adjudication in bankruptcy was on September 18, 1912. Application for discharge was filed October 6, 1913. Affidavits were also filed, claiming to make it clear that the applicant was unavoidably prevented from filing said application within twelve months subsequent to adjudication. *Held,* that whether unavoidable prevention was made out or not, the application was made in time. § 14, Bankruptcy Act 1898, creates three limitations of time, all subsequent to adjudication: the first, one month thereafter; the second, "the next twelve months" after the first; and the third, the next six months after the second. So that "the next twelve months" begin to run, not from the date of the adjudication, but from the expiration of one month thereafter. *In re Walters* (D. C. Mont. 1913), 209 Fed. 133.

The doctrine thus announced is against previous decisions on the question involved. The application should be filed after one month, and within twelve months subsequent to the adjudication unless it be shown that the petitioner was unavoidably prevented from so doing. *In re Harris & Algor,* 15 A. B. R. 705; *In re Wolff,* 100 Fed. 430; *In re Anderson,* 134 Fed. 319. Where a proper showing of unavoidable delay is made by the petitioner, the discretion of the judge is limited, in express terms, to the six months following the expiration of the year beginning with the date of the adjudication. *In re Fahy,* 116 Fed. 239; *In re Wagner* 139 Fed. 87. Under the provisions of § 31 relating to the computation of time, a bankrupt has a year and a day from adjudication in which to apply for his discharge, unless, for unavoidable delay, the court extends the time. *In re Holmes,* 165 Fed. 225, 21 A. B. R. 339.

BILLS AND NOTES—GAMING TRANSACTION—EQUITABLE ESTOPPEL.—Although the statute declares that every contract in consideration of money won or lost in any game or wager shall be void, the makers of a note given for the payment of a gambling debt are estopped to assert its illegality, where they asserted the validity of the note and thus induced plaintiff, who had no notice of the transaction, to purchase the note. *Holxbog et al.*. v. *Bakrow* (Ky. 1913), 160 S. W. 792.

The general rule is that a promissory note made absolutely void by statute is unenforceable in the hands if anyone, even though he be a bona fide holder. *Jenkins* v. *Jones,* 108 Ga. 556; *Alabama National Bank* v. *Parker & Co.,* 146 Ala. 513; *Wyatt* v. *Wallace,* 67 Ark. 575; *The Western National Bank of Pueblo* v. *State Bank,* 18 Colo. App. 128; *New* v. *Walker,* 108 Ind. 365; *Nunn* v. *Citizens Bank,* 107 Ky. 262; *Morris* v. *White,* 83 Mo. App. 194; *Swinney* v. *Edwards,* 8 Wyo. 54. The reason of this rule is that the contract has no existence whatever, and hence there is nothing on which suit can be maintained; the defence is an absolute one or a defence against the thing—the res. On this ground then it is held that equitable estoppel cannot arise